

005-TSS-07

CONTRACT FOR TEMPORARY STAFFING SERVICES

Between

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

LABOR WORLD OF IOWA INC., D/B/A USA STAFFING, INC.

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Iowa Department of Administrative Services (Agency) is authorized to enter into this Contract. Agency's address is Hoover State Office Building, Level A, 1305 E. Walnut, Des Moines, Iowa 50319.

1.2 Labor World of Iowa, Inc. D/B/A USA Staffing, Inc. ("Contractor") [the Contractor's business form] is organized under the laws of the state of [state where the Contractor is organized or incorporated] and authorized to do business in the state of Iowa. The Contractor's address is: 2010 Philadelphia Street, Suite 8, Ames, Iowa 50010.

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of providing temporary staffing services to State of Iowa agencies as outlined in Department of Administration Request for proposals Issued May 18, 2007 to the general public.

SECTION 3. DURATION OF CONTRACT

3.1 Term. The term of this contract will be for two years and will commence on July 1, 2007 and end on June 30, 2009 unless terminated earlier in accordance with Section 7 of this Contract.

3.2 The Agency shall have the sole option to renew the contract upon the same terms and conditions for two additional one-year renewal terms beginning July 1, 2009.

SECTION 4. INCORPORATION

The Informal Solicitation issued to the public by the Agency on May 11, 2007, the Contractor's Proposal dated June 8, 2007 in response to the Solicitation, together with any clarifications, attachments, appendices, or amendments of the Agency, are incorporated into this Contract by this reference as if fully set forth in this Contract.

SECTION 5. SERVICES

5.1 Scope of Services. The Contractor will provide temporary staffing to perform requested services to authorized state agencies upon written request of the authorized state agencies. Executive branch departments or agencies of the State of Iowa, as identified in Attachment 1 are covered by this Agreement; however, state agencies are not required to participate or utilize the services of the Contractor. The Department of Administrative Services—Human Resources Enterprise the Agency may revise the list of authorized state agencies at any time, and provide written notice to the Contractor. Other branches of state government are not precluded from utilizing the services of the Contractor pursuant to the terms of this Agreement.

The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below:

- 5.1.1** The Contractor shall hire and assign employees to provide the services requested by state agencies. Such employees will be subject to approval by the state agency requesting the services. The Contractor shall make staff assignment placement decisions based on the job descriptions located on Agency's web site and/or specific criteria provided by the requesting state agency.
http://das.hre.iowa.gov/job_descriptions.html
- 5.1.2** The Contractor shall make every reasonable effort to honor all requests. The Contractor agrees to honor staffing requests given prior notice by the requesting State agency. Minimum notice shall be two hours, except that 24 hours notice will be the minimum for more technical or higher skilled placements.
- 5.1.3** The Contractor shall provide information to the state agency about the referred employee's qualifications, capabilities, skills, and availability relevant to the state agency's request for services. The Contractor shall verify the qualifications of all of its employees prior to referral to the state agency for consideration.
- 5.1.4** The Contractor shall, at a minimum, conduct reference checks for all placements and background checks as required by the state agency.
- 5.1.5** The Contractor shall consider the length of service requested by the state agency and make all effort to provide referral employees that will be available throughout the period of time requested.

- 5.1.6** The Contractor shall make every effort to provide the same employee when breaks interrupt portions of a project for which the request was made, as requested by the state agency.
- 5.1.7** The Contractor will be required to provide, as necessary for the project assignment, employees willing to work flexible hours, to travel, and to provide services in various locations and counties in the State of Iowa.
- 5.1.8** The Contractor may consider referrals from the state agency but the Contractor is not required to employ the individual referred by the agency. The Contractor is responsible for providing the best qualified employee to match the request of the agency.
- 5.1.9** The Contractor shall be responsible for hiring, disciplining, firing, and compensating its employees who provide services under the Agreement.
- 5.1.10** The Contractor shall limit the number of hours that any one temporary staff person it supplies shall work during a fiscal year to 780 hours. The Contractor shall not "payroll" employees on behalf of any State agency
- 5.1.11** The Contractor shall be responsible for determining the "exempt" or "non-exempt" status for overtime compensation under applicable federal and state wage and hour laws for its employees who provide services under this Agreement.
- 5.1.12** The Contractor shall maintain all necessary personnel and payroll records for all of its employees assigned to provide services under the Agreement.
- 5.1.13** The Contractor will be required to issue payment of payroll on a weekly basis, or as otherwise agreed upon.
- 5.1.14** The Contractor will be required to accept payment from the State of Iowa for temporary staffing services by electronic deposit.
- 5.1.15** The Contractor shall process and pay all wages to its employees assigned to provide services under this agreement.
- 5.1.16** Costs for these staffing services shall be based upon the billing ranges and fixed mark-up rate for provided in Attachment 2 for additional job titles listed In the Classification and Compensation Pay Plan found on the Agency web site, and any other administrative costs provided for in the Agreement.
- 5.1.17** If the Contractor is unable to find a qualified assignment employee because the requested skills or expertise are scarce or unique and require a billing rate greater than the billing range contained in C of the Request for Proposals, or the additional job titles and billing ranges found in the Classification and Compensation Pay Plan, the requesting state agency, the Issuing Agency, and the Contractor may mutually agree to a revised billing rate for that specific placement only. Such agreement shall be in writing, and shall detail the revised billing rate, the circumstances requiring the revised billing rate, the rationale for the

revised billing rate, and the name of the authorizing state agency representative.

- 5.1.18** The Contractor shall collect, report, and remit all applicable federal, state, and local payroll taxes for its employees assigned to provide services under the Agreement. The Contractor will be the employer for all tax purposes.
- 5.1.19** The Contractor shall complete, report and maintain payroll and benefit records and actual hours worked, which shall be verified by the state agency to which the employee is assigned.
- 5.1.20** The Contractor shall be responsible for and comply with any requirements pertaining to the garnishment of its employee's wages.
- 5.1.21** The Contractor shall be responsible for all unemployment compensation insurance and responsible for the handling of and payment of all claims for unemployment compensation benefits for its employees providing services under the Agreement.
- 5.1.22** The Contractor is responsible for all workers' compensation administration and related matters. The Contractor shall also require all of its employees providing services under the Agreement to sign an acknowledgment that the employee understands that for purposes of workers' compensation benefits the employee is an employee of the Contractor and the State of Iowa, and that all workers' compensation coverage will be provided by the Contractor.
- 5.1.23** The Contractor will require all employees providing services under the Agreement to acknowledge in writing the employee's understanding of the employment relationship, including, but not limited to, that the Contractor is the employer, that the state agency does not guarantee any particular length of service, that the state agency can discontinue the request for services at any time, and that the employee is not entitled to any State of Iowa employment benefits afforded to State of Iowa employees.
- 5.1.24** The Contractor will be required to provide reports on information to the Agency and state agencies including, but not limited to:
 - 5.1.24.1** Placement count, hours and grand total spent
 - 5.1.24.2** Placement count, hours and amount spent by department
 - 5.1.24.3** Placement count, hours and amount spent by job title
 - 5.1.24.4** Placement count, hours and amount spent by county
 - 5.1.24.5** Number of temporary staff hired by State departments by job title and department
 - 5.1.24.6** Such reports shall be sent to the Agency no later than fifteen (15) calendar days following the last day of the quarter reported.

5.1.24.7 The Contractor shall provide the Agency with reports of customer input to assess the quality, efficiency and satisfaction with the work performance provided through the service contract.

5.1.24.8 The Contractor shall provide a grand total fiscal year end report, using the above format, to the Agency. Such report shall be sent to the Agency no later than thirty (30) calendar days following the last day of State's fiscal year (June 30).

5.1.25 The Contractor will comply with all applicable drug testing laws.

5.1.26 The vendor shall comply with all applicable laws, regulations and orders including, but not limited to equal employment opportunity laws and regulations, the Equal Pay Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, and the Drug Free Workplace Act.

5.1.27 The Contractor's employees assigned to the state under the Agreement shall be subject to specified work rules, regulations, and policies of the requesting state agency. The Contractor and its employees assigned under the Agreement shall maintain confidentiality requirements imposed by law.

5.1.28 The Contractor will be required to maintain insurance coverage during the period of the Agreement for workers' compensation, general liability, employer liability, professional liability, and fiduciary plans. See Section 10 Insurance for minimum coverage amounts. The State of Iowa and the Agency will be named as additional insured's.

5.2 The requesting state agency shall have the following responsibilities.

5.2.1 The requesting state agency will provide the vendor with a request for services, detailing the needs of the state agency for services, including but not limited to a description of the job duties, employee qualifications criteria, and estimated length of services.

5.2.2 The requesting state agency will provide the vendor's employees with a suitable workplace; necessary information, training, supplies and safety equipment; and adequate instruction, assistance, supervision, and time to perform the requested services.

5.2.3 The requesting state agency may at any time discontinue the assignment or project, and requires the vendor to remove its employee from the State workplace.

5.2.4 The requesting state agency will verify dates and hours worked by the vendor's employees in accordance with the payroll timetable agreed to by the Contractor and the Agency.

5.2.5 The requesting state agency will pay the Contractor for the temporary staffing services as provided in the negotiated Agreement.

5.3 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other Contractors to provide services similar or identical to the Scope of Services described in this Section during the term of this Contract.

SECTION 6. COMPENSATION

6.1 Pricing and Fees. In consideration for the services provided under this Agreement, compensation to the Contractor by the state agencies its staffing services shall be as follows:

6.1.1. The Contractor shall supply temporary assignment staff in the skill areas for which this Contract is awarded, when requested by an authorized State agency, according to the agreed upon billing ranges provided for in this Contract (see Attachment 2) Administrative Support Job Titles:

1. Accounting Clerk
2. Administrative Assistant
3. Clerk
4. Information Technology Support Worker
5. Receptionist
6. Secretary
7. Typist
8. Utility Office Worker
9. Word Processor

6.1.2. Overtime hours worked for job titles covered by the overtime provisions of the federal Fair Labor Standards Act shall be paid by the Contractor at the appropriate rate.

6.1.3. When the Contractor is unable to find a qualified temporary assignment worker because the skills or expertise for a specific temporary assignment placement are unusually scarce or unique and require a billing rate that is beyond the contracted billing range, the requesting State agency and Contractor may mutually agree to a revised hourly billing rate for that specific placement only. When submitting its bill with the revised billing rate, the Contractor must detail the circumstances requiring the revised billing rate, the rationale for the revised billing rate, the name and phone number of the State agency representative that agreed to the rate revision and the date that agreement was received. Such agreement shall be in writing and the Contractor shall send a copy to the Agency. The Agency may revoke this contractual provision at its sole discretion, with a fifteen (15) day notice to the Contractor.

6.1.4. Additional Service Fees—The Contractor will provide additional services to the requesting state agency for assigned employees on a cost-for-service-fee upon request. Assigned Temporary Staff may be hired into any State position at any time without payment of any additional fees to the Contractor by the State.

6.1.5. Expenses—The requesting state agency shall reimburse the assigned employee for any authorized expenses for the employee's meals, lodging, mileage or other business-related or required expenses determined at the reimbursement rate for state employees applicable at the time the expense is incurred. Authorized expenses are only those expenses approved by the requesting state agency.

6.2 Billings. The Contractor shall submit, on a bi-weekly basis, an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of the provisions of 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

6.3 Delay of Payment Due to Contractor's Failure. If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

6.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

6.5 Performance Based Incentives/Disincentives

6.5.1 Temporary staff placements by the Contractor will be qualified to perform their duties as requested and specified in the appropriate State of Iowa job description. Where the placement provides unsatisfactory job performance or is otherwise unable to perform the duties of the position for which placed, and the appropriate Supervisor notifies the Contractor within eight hours of placement and provides reasonable documentation as to why the job performance is unsatisfactory, all charges for the unsatisfactory service will be eliminated or credited to the State of Iowa.

- 6.5.2** The Contractor shall provide the Agency with reports of customer input to assess the quality, efficiency and satisfaction with the work performance provided through the service contract.
- 6.5.3** Attachment 3 details the requirements for the Accountable Government Act, and further defines payments that shall be made to the Contractor when contracted services have not been provided.

SECTION 7. TERMINATION

7.1 Termination Upon Notice. Following thirty (30) days' written notice, the Agency may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency up to and including the date of termination.

7.2 Termination for Cause--Contractor. The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under this Agreement:

7.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or

7.2.2 Failure to make substantial and timely progress toward performance of the Agreement; or

7.2.3 Failure of Contractor's services to conform with the specifications in the RFP or this Agreement; or

7.2.4 Failure to comply with state and federal laws and regulations.

7.3 Termination for Cause---State. The occurrence of any one or more of the following events shall constitute cause for the Contractor to declare the Agency in default of its obligations under this Agreement:

7.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or

7.3.2 Failure of any requesting state agency to make timely payment in conformance with Iowa Code section 8A.502 (2003) for the work performed pursuant to this agreement; or

7.2.4 Failure to comply with state and federal laws and regulations

7.3 – 7.5 [INTENTIONALLY LEFT BLANK]

7.6 Remedies of the Contractor in Event of Termination by the Agency. In the event of termination of this Contract for any reason by the Agency, the Agency shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the

Agency is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Agency under this Contract in the event of termination. However, the Agency shall not be liable for any of the following costs:

7.6.1 The payment of unemployment compensation to the Contractor's employees;

7.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

7.6.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

7.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

7.7 The Contractor's Termination Duties. The Contractor, upon receipt of notice of termination or upon request of the Agency, shall:

7.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from and any other matters the Agency may require.

7.7.2 Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

7.7.3 Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

7.7.4 Cooperate in good faith with the Agency, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor.

7.7.5 Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

SECTION 8. [INTENTIONALLY LEFT BLANK]

SECTION 9. INDEMNIFICATION

9.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

9.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

9.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

9.1.4 Any failure by the Contractor to comply with 16.4 the Compliance with the Law provision of this Contract;

9.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

9.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

9.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

9.2 Indemnification by the Agency

9.2.1 The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

9.2.2 At the option of the Agency, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against the Agency or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

9.2.3 If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

9.3 Survives Termination. Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 10. INSURANCE

10.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insured or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

10.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued the insurance coverage set forth below:

General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

10.3 Certificates of Coverage. All insurance policies required by this Contract shall remain in full force and effect during entire term of this Contract and any extensions or

renewals thereof and shall not be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of insurance which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the agency shall not relieve the Contractor of any obligation under this Contract.

SECTION 11. BONDS

11.1 [INTENTIONALLY LEFT BLANK]

11.2 Performance Bond. The Contractor shall post a performance bond in an amount equal to \$25,000 and provide a copy of the bond to the Agency within (20) days of execution of this Contract. The Contractor shall pay the cost of the bond. In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Contractor or any subcontractor fails to fully and faithfully perform each material requirement of this Contract, including without limitation the Contractor's obligation to indemnify the Agency and pay damages to the Agency, the performance bond shall be forfeited to the Agency. The bond shall be in a form customarily used in the commercial real estate industry and shall be written by a surety authorized to do business in Iowa and that is acceptable to the Agency. The bond shall be in effect at all times during the term of this Contract and any extensions or renewals thereof and for one (1) year following the conclusion of the Contract. The Contractor warrants that it will maintain the required performance bond coverage as described herein without any lapse in coverage. A lapse of the bond will be a material breach of the Contract and shall be considered cause for the Agency to declare the Contractor in default under this Contract.

SECTIONS 12-14. [INTENTIONALLY LEFT BLANK]

SECTION 15. WARRANTIES

15.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

15.2 [INTENTIONALLY LEFT BLANK]

15.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

15.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

15.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

15.6 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

15.7 Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Agency is good and that transfer of title or license to the Agency is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

15.8 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the temporary staffing industry in the performance of this Contract.

SECTION 16. CONTRACT ADMINISTRATION

16.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

16.2-16.3 [INTENTIONALLY LEFT BLANK]

16.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract,

including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

16.5 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

16.6 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

16.7 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

16.8 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

16.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Agency. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

16.10 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

16.11 [INTENTIONALLY LEFT BLANK]

16.12 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be

deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

16.13 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

16.14 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

16.15 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

16.16 Notice

16.16.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Nancy Berggren, COO
Human Resources Enterprise
Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0150

If to the Contractor **[name and address]**:

16.16.2 Each such notice shall be deemed to have been provided:

16.16.2.1 At the time it is actually received; or,

16.16.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

16.16.2.3 Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

16.16.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

16.17 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

16.18 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

16.19 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

16.20 Authorization. Each party to this Contract represents and warrants to the other parties that:

16.20.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

16.20.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

16.21 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

16.22 Record Retention and Access. The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other

ATTACHMENT1

EXECUTIVE BRANCH DEPARTMENTS COVERED BY THIS CONTRACT

Administrative Services	
Agriculture & Land Stewardship	
Auditor	Inspections and Appeals Iowa
Blind	Communications Network
Civil Rights	Iowa Law Enforcement Academy
College Student Aid	Iowa Public Employees Retirement System
Commerce—Alcoholic Beverages	Iowa Public Television
Commerce--Banking	Justice
Commerce—Credit Union	Lottery
Commerce--Insurance	Management
Commerce—Professional Licensing	Natural Resources
Commerce--Utilities	Parole
Corrections	Public Defense
Cultural Affairs	Public Employment Relations
Economic Development	Public Health
Education	Public Safety
Elder Affairs	Revenue
Ethics & Campaign Disclosure	Secretary of State
Finance Authority	Transportation
Human Rights	Treasurer
Human Services	Veterans Affairs
	Workforce Development

ATTACHMENT 2**PRICING PAGE
ADMINISTRATIVE SUPPORT**

Bidder must complete, sign, date, and return this attachment with the proposal. For additional description of State job titles, refer to the State of Iowa Website in the designated job family at: www.state.ia.us/idop/ClassAndPayJobD.html

Provide a firm, fixed per hour range for the following job titles pursuant to the specifications attached to the RFP:

<u>JOB TITLE</u>	<u>PAY RANGE PER HOUR</u>			<u>OVERTIME ELIGIBLE?</u>
Accounting Clerk	\$ <u>10.16</u>	to	\$ <u>11.64</u>	<u>Y</u> Y/N
Administrative Assistant	\$ <u>11.36</u>	to	\$ <u>15.87</u>	<u>Y</u> Y/N
Clerk	\$ <u>9.08</u>	to	\$ <u>9.71</u>	<u>Y</u> Y/N
Info Tech Support Worker	\$ <u>10.32</u>	to	\$ <u>10.87</u>	<u>Y</u> Y/N
Receptionist	\$ <u>10.90</u>	to	\$ <u>12.80</u>	<u>Y</u> Y/N
Secretary	\$ <u>11.31</u>	to	\$ <u>11.98</u>	<u>Y</u> Y/N
Typist	\$ <u>10.25</u>	to	\$ <u>11.06</u>	<u>Y</u> Y/N
Utility Office Worker	\$ <u>9.11</u>	to	\$ <u>9.81</u>	<u>Y</u> Y/N
Word Processor	\$ <u>9.83</u>	to	\$ <u>10.68</u>	<u>Y</u> Y/N

Bidder's firm, fixed mark-up rate or percent that it will utilize to negotiate prices for job titles not contained in this RFP: 28.00 %

All prices are detailed pursuant to the terms and conditions of this Contract and the Request for Proposals for this Contract.

ACCOUNTABLE GOVERNMENT ACT REQUIREMENTS

PERFORMANCE MEASUREMENTS

MONITORING AND PAYMENTS

Uniform terms and conditions for service contracts in accordance with the requirement of the Accountable Government Act are included in contracts executed by state agency. These include but are not limited to the following:

1. The amount or basis for paying consideration to the party based on the party's performance under the service contract.
2. Methods to effectively oversee the party's compliance with the service contract by the department or establishment receiving the services during performance, including the delivery of invoices itemizing work performed under the service contract prior to payment.
3. Methods to effectively review performance of a service contract, including but not limited to performance measurements developed pursuant to Iowa Code Chapter 8E.

Items to be Measured and Monitored:

780 Hour Limitation	Person Responsible
<p>5.1.10 The vendor shall be responsible for monitoring the length of service the temporary employee is assigned to a state agency. Temporary Staff placed to state agencies, pursuant to the Agreement, shall be allowed to provide services for a maximum period of 780 hours in a fiscal year. The vendor shall be responsible for ensuring that this length of service requirement is met. The vendor shall notify the Agency and the state agency at least forty-five (45) days prior to the expiration of the maximum length of service requirement for each employee.</p>	<p>The Issuing Officer will monitor the Contractor's performance</p>

Performance Reporting	Person Responsible
<p>5.1.24 The vendor will be required to provide reports on information to the Agency and state agencies as requested. At a minimum, quarterly and annual summary reports will be required to be provided to the Agency, which includes name of agency, location, name of employee, job title, number of hours worked during the quarter and continuously and all itemized costs.</p>	<p>The Issuing Officer will monitor the Contractor's performance</p>
Nonpayment for Unsatisfactory Service	Person Responsible
<p>6.5.1 Each temporary staff placement by the Contractor will be qualified to perform their duties as ordered and specified in the appropriate State of Iowa job description. Where the placement provides unsatisfactory job performance or is otherwise unable to perform the duties of the position for which placed, and the appropriate Supervisor notifies the Contractor within eight hours of placement provides reasonable documentation as to why the job performance is unsatisfactory, all charges for the unsatisfactory service will be eliminated or credited to the State of Iowa.</p>	<p>The Issuing Officer in coordination with requesting departments will monitor the Contractor's performance</p>
Satisfaction Survey	Person Responsible
<p>6.5.2 The Contractor shall provide the Agency with reports of customer input to assess the quality, efficiency and satisfaction with the work performance provided through the service contract.</p>	<p>The Issuing Officer in coordination with requesting departments will monitor the Contractor's performance</p>